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CHEAPEAKE ENERGY CORP. ATTN: RECORDING TEAM P.O. Box 18496 Oklahoma City, OK 73154

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this day of July , 2008, by and between James E. Davis and wife, Carol L. Davis, whose address is located at 4509 Ainsworth Circle, Grapevine, TX 76051-4458, as Lessor and CHESAPEAKE EXPLORATION, L.L.C., an Oktahoma limited liability company, P.O. Box 18496, Oktahoma City. Oktahoma 73154-0496, as Lessoe. All printed portions of this lease were prepared by the party hereinabove named as Lessoe, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessoe.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessoe the following described leads to be a contained to the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessoe the following described leads to be contained.

0.193104 acres, more or less, situated in the John R. Doss Survey, Abstract Number 440, Tarrant County, Texas, and being Lot 64, Block 10, of Glade Crossing 1B, an addition to the City of Grapevine, Tarrant County, Texas, and being further described in that certain Warranty Deed With Vendor's Lien dated November 25, 2002 and recorded in Volume 18172, Page 65, Deed Records, Tarrant County, Texas.

in the county of Terrant, State of TEXAS, containing 0.193104 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less

- This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil
 or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in
 effect pursuant to the provisions hereof.
- or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

 3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's experitor facilities, the royalty shall be Twenty Five Percent (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field (or if there is no such price then prevailing in the same field (or if there is no such price then prevailing in the same field (or if there is no such price then prevailing price) by the proceeds produced in the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production of similar quality in the same field (or if there is no such price then prevailing in the same field, hen in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if at the end of the primary term or any time thereafter on or or more wells on the lessed premises or lands pooled therewith are capable of either production of or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shuthin or production therefrom is not being s

- check of by grant and such payments or tenders to Lessor or to the oppository by apopter, in the Loss addings shrown to Lessor shall and such a stress that consider proper payment, "I'm depository spould injudited or the succeeded by another institution as depository agent to recover a consideration of the provision of a presengation of the provision of a presignation as depository agent to recover a payment."

 5. Except as provided for in Paragraph 3, or the scale of the sevent with the provision of a presignation of the provision of a presignation of the sevent of the paying quantities permanently cases from the case of the provision of a presignation of the sevent of the provision of a presignation of the sevent of the provision of a presignation of the sevent of the provision of a presignation of the sevent of the provision of a presignation of the sevent of the sevent of the provision of a presignation of the sevent of th



If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced

- If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pey or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

 10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or hands pooled or unitized herewith, in primary endor enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of was and the construction and use of roads, canals, pledines, tanks, water wells, disposal wells, lipiction wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, succept water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the lessed premises or lands produced on the leased premises, succept water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the lessed premises or lands produced the revent. In the succept the results of the produced of the produced on the leased premises or lands produced the revent. In the results of the plants of the results of the plants of the results of the plants of the results of

- This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.
 Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of two (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to after the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owner

LESSOR (WHETHER ONE OR MORE)	nd assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.
ames & total	
James E. Davis	
Carol L. Davis	
	ACKNOWLEDGMENT
STATE OF TEXAS A RRALE	
This instrument was acknowledged before	the 87 day of TULY , 20-518 by James E. Davis
RICK ELMORE	Mark CIMAZI
Notary Public, State of Texa My Commission Expires	Notary Public, State of Texas
April 25, 2012	Notary's name (printed): Notary's commission expires:
STATE OF TEXAS ARRAW	ACKNOWLEDGMENT
This instrument was acknowledged before	27th Tull and
This resultant was actiowisting Delore	me on the day of
RICK ELMORE Notary Public, State of Texas	Notary Public, State of Texas
My Commission Expires	Notary's name (printed):
April 25, 2012	Notary's commission expires:
	CORPORATE ACKNOWLEDGMENT
STATE OF TEXAS	OUR DIRTE ADDITIONER!
COUNTY OF This instrument was acknowledged before:	me on the day of, 20, by of
	corporation, on behalf of said corporation.
	Notary Public, State of Texas Notary's name (printed):
	Notary's commission expires:
STATE OF TEXAS	RECORDING INFORMATION
County of	
This instrument was filed for record on the	day of, 20, ato'clockM., and duty recorded in
Book, Page, of the	
Ву	
Clerk (or Deputy)	Record & Return to:
	Chesapeake Operating, Inc.
	P.O. Box 18496

Oklahoma City OK 73154